



TRV

2012220601

6 PGS

*lkh*

**Zoning Case No. C14-2012-0106**

**RESTRICTIVE COVENANT**

**OWNERS:** Harry M. Whittington  
Mercedes B. Whittington  
Sally Whittington May  
Margaret Whittington Puckett  
Mercedes Whittington Gregg  
Claire E. Whittington 1990 Trust  
Margaret Lynn Puckett 1989 Trust  
Sara Whittington May 1989 Trust  
Caroline Elizabeth Puckett 1989 Trust  
Michael Erskine May 1989 Trust  
Camille Meriwether May 1989 Trust  
William Tyndale Puckett, Jr. 1989 Trust

**ADDRESS:** P.O. Box 357, Austin, TX 78767

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

**PROPERTY:** Lots 1, 2, and 3, Block 58, Original City of Austin, as more particularly described in the plat or map filed in the General Land Office of the State of Texas (the "Property"),

WHEREAS, the Owner ("Owner" whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. The Owners shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on November 8, 2012. Design, permitting and construction of streetscape improvements will be at Owner's expense. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Planning and Development Review Department. The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.

2. Owner agrees to establish loading dock policies to ensure that deliveries are scheduled by appointment.
3. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
4. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
5. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
6. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 3<sup>rd</sup> day of DECEMBER, 2012.

**OWNERS:**

By: Harry M. Whittington  
Harry M. Whittington

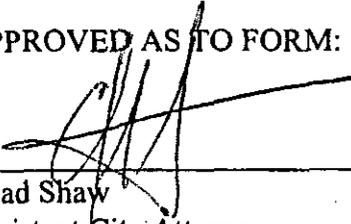
By: Mercedes B. Whittington  
Mercedes B. Whittington

By: Sally W. May  
Sally Whittington May, Individually and  
Trustee of the Claire E. Whittington 1990  
Trust, Margaret Lynn Puckett 1989 Trust,  
Sara Whittington May 1989 Trust,  
Caroline Elizabeth Puckett 1989 Trust,  
Michael Erskine May 1989 Trust,  
Camille Meriwether May 1989 Trust, and  
William Tyndale Puckett, Jr. 1989 Trust

By: Margaret Whittington Puckett  
Margaret Whittington Puckett, Individually  
and Trustee of the Claire E. Whittington  
1990 Trust, Margaret Lynn Puckett 1989  
Trust, Sara Whittington May 1989 Trust,  
Caroline Elizabeth Puckett 1989 Trust,  
Michael Erskine May 1989 Trust,  
Camille Meriwether May 1989 Trust, and  
William Tyndale Puckett, Jr. 1989 Trust

By: Mercedes Whittington Gregg  
Mercedes Whittington Gregg, Individually  
and Trustee of the Claire E. Whittington  
1990 Trust, Margaret Lynn Puckett 1989  
Trust, Sara Whittington May 1989 Trust,  
Caroline Elizabeth Puckett 1989 Trust,  
Michael Erskine May 1989 Trust,  
Camille Meriwether May 1989 Trust, and  
William Tyndale Puckett, Jr. 1989 Trust

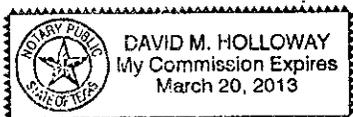
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Shaw  
Assistant City Attorney  
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 3 day of ~~DECEMBER~~ 2012, by Harry M. Whittington.

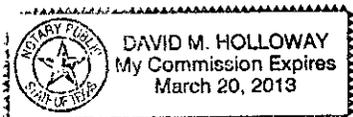


David M. Holloway  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 3 day of ~~DECEMBER~~ 2012, by Mercedes B. Whittington.



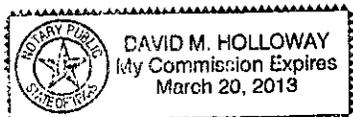
SEAL

David M. Holloway  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 3 day of ~~DECEMBER~~ 2012, by Sally Whittington May, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.

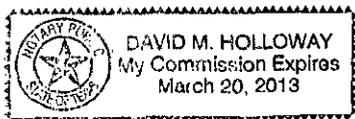


David M. Holloway  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 3 day of ~~DECEMBER~~ 2012, by Margaret Whittington Puckett, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.

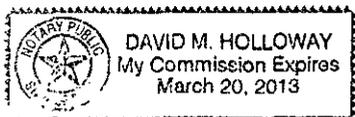


David M. Holloway  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 3 day of ~~DECEMBER~~ 2012, by Mercedes Whittington Gregg, Individually and Trustee of the Claire E. Whittington 1990 Trust, Margaret Lynn Puckett 1989 Trust, Sara Whittington May 1989 Trust, Caroline Elizabeth Puckett 1989 Trust, Michael Erskine May 1989 Trust, Camille Meriwether May 1989 Trust, and William Tyndale Puckett, Jr. 1989 Trust.



David M. Holloway  
Notary Public, State of Texas

**After Recording, Please Return to:**  
City of Austin  
Department of Law  
P. O. Box 1088  
Austin, Texas 78767-1088  
Attention: J. Collins, Paralegal

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Dec 28, 2012 03:27 PM

2012220601

HAYWOODK: \$36.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS